

REMARKS

This Application has been carefully reviewed in light of the Office Action dated December 20, 2007 (the "*Office Action*"). At the time of the *Office Action*, Claims 1-46 are pending in the Application and Claims 10-34 are withdrawn. The Examiner rejects Claims 1-9 and 35-46. Applicant amends Claims 1, 8, 41, and 46. Applicant submits that no new matter has been added by these amendments. As described below, Applicant believes all claims to be allowable over the cited references. Therefore, Applicant respectfully requests reconsideration and full allowance of all pending claims.

Section 102 Rejections

The Examiner rejects Claims 1-2, 4-6, 9, 35-41, and 44-46 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,980,962 issued to Arganbright et al. ("*Arganbright*"). For at least the reasons provided below, Applicant respectfully requests reconsideration and allowance of Claims 1-2, 4-6, 9, 35-41, and 44-46.

Independent Claim 1 of the present Application, as amended, recites:

A method for processing the returns of merchandise purchased through the World Wide Web comprising:

receiving, from a consumer, an electronic request via a computerized system associated with the consumer, the electronic request requesting to initiate processing of one or more items of merchandise purchased by the consumer in a prior purchase transaction;

in response to receiving the electronic request from the computing system associated with the consumer, gathering transaction history data associated with the consumer from a computerized database;

displaying the transaction history associated with the identified consumer to the consumer on the computerized system associated with the consumer, the transaction history identifying a listing of merchandise associated with the consumer;

in response to and after displaying the transaction history, receiving an electronic selection, generated by the consumer on the computerized system associated with the consumer, of a particular item of merchandise within the listing of merchandise in the displayed transaction history, the electronic selection comprising a click on the particular item

of merchandise within the list of merchandise and identifying the particular item of merchandise for returns processing; and

in response to receiving the electronic selection comprising the click on the particular item of merchandise within the list of merchandise, initiating a returns process for the particular item of merchandise selected by the consumer from the list of merchandise purchased by the consumer in the prior purchase transaction, the returns process initiated by a returns server.

Thus, Applicant's claim recites a specific order to the steps of the claimed method. First a click on a particular item of merchandise is received to identify an item for return, and then in response to that selection, a returns process for the particular item of merchandise selected by the consumer from the list of merchandise purchased by the consumer in the prior purchase transaction is initiated by a returns server. Applicant respectfully submits that *Arganbright* does not disclose, either expressly or inherently, each and every element of Claim 1.¹

For example, *Arganbright* does not disclose, teach, or suggest ". . . receiving an electronic selection . . . of a particular item of merchandise within the listing of merchandise in the displayed transaction history, the electronic selection comprising a click on the particular item of merchandise within the list of merchandise and identifying the particular item of merchandise for returns processing," as recited in Applicant's Claim 1. Rather, *Arganbright* discloses that the process for handling returns begins when "the system presents the user with a copy of the satisfaction guarantee 2702." (Column 63, lines 3-5). Thus, the process initiates with the presentation of the return policy to the user. "After the user has a chance to review satisfaction guarantee 2702, the user selects whether the user wishes to "return" or "exchange" (box 2704) an item or plurality of items." (Column 63, lines 8-11). Thus, the first electronic request received from the user

¹ "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987); MPEP § 2131. In addition, "[t]he identical invention must be shown in as complete detail as is contained in the . . . claims" and "[t]he elements must be arranged as required by the claim." *Richardson v. Suzuki Motor Co.*, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989); *In re Bond*, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990); MPEP § 2131 (*emphasis added*).

relating to the return of a product is the selection of either a “return” button or an “exchange” button. “If the user selects “return,” an online return form 2706 is presented to the user.” (Column 63, lines 12-13). “The user is then requested to enter a plurality of information (box 2708) on return form 2706, including but not limited to, quantity, stock number or SKU, the reason for the return, product description, and an invoice number.” (Column 63, lines 13-17, emphasis added). In contrast, “[i]f the user selects to “exchange” a product or products, the user is presented with an exchange form 2714.” (Column 63, lines 36-37). Although two separate forms are disclosed (i.e., “a return form 2706” and “an exchange form 2714,” the information requested from the customer by the two forms is very similar.

In the return scenario, *Arganbright* discloses that the return form, once populated by the customer’s input, is “presented to the user in a format (box 2710) that can be printed on a conventional printer connected to the user’s computer” and that the user “is requested to print the form and include the form in the box containing the product or products to be returned.” (Column 63, lines 23-29). In the exchange scenario, the exchange form, once populated by the customer’s input is “forwarded to the marketing company by any method, including, but not limited to, email, regular mail, or telephone.” (Column 63, lines 51-54). In both of the return or exchange scenarios, Applicant directs the Examiner’s attention to the fact that the information used to populate the appropriate form is requested from the customer. Thus, the form must be filled out by the customer and the transaction information is provided to the system by the customer. Accordingly, there is no disclosure in *Arganbright* of “. . . receiving an electronic selection . . . of a particular item of merchandise within the listing of merchandise in the displayed transaction history, the electronic selection comprising a click on the particular item of merchandise within the list of merchandise and identifying the particular item of merchandise for returns processing,” as recited in Applicant’s Claim 1.

Applicant further notes that *Arganbright* discloses a user accessing a link to view order history details. (Column 2, lines 43-45). However, this portion of *Arganbright*

merely discloses that an e-mail notification that is received by the customer may include “a link that allows the user to view order history details.” (Column 2, lines 43-45). There is no disclosure in *Arganbright* that such order history details are displayed to the customer in a returns context or that an item included in the order history details may be clicked-on or otherwise selected. Applicant respectfully submits that providing a link to order history details so that they may be viewed by a customer is not analogous to “. . . receiving an electronic selection . . . of a particular item of merchandise within the listing of merchandise in the displayed transaction history, the electronic selection comprising a click on the particular item of merchandise within the list of merchandise and identifying the particular item of merchandise for returns processing,” as recited in Applicant’s Claim 1.

As another example, *Arganbright* does not disclose, teach, or suggest “in response to receiving the electronic selection comprising the click on the particular item of merchandise within the list of merchandise, initiating a returns process for the particular item of merchandise selected by the consumer from the list of merchandise purchased by the consumer in the prior purchase transaction, the returns process initiated by a returns server,” as recited by Applicant’s amended Claim 1. In the *Office Action*, the Examiner identifies column 3, lines 8-11 of *Arganbright* as disclosing the step of “initiating a returns process in return to receiving the electronic selection.” (*Office Action*, page 3). However, the cited portion merely states that “[a]fter the user has a chance to review satisfaction guarantee 2702, the user selects whether the user wishes to “return” or “exchange” (box 2704) an item or plurality of items.” (Column 63, lines 8-11). Thus, this portion refers to the selection of either a “return” button or an “exchange” button by a user. Applicants point out that the selection of the “return” button occurs before the user populates the form and before the user identifies a product by sku # for return. (Column 63, lines 12-22). As a result, the selection of the “return” button occurs before an item of merchandise is identified for return. The selection of a “return button” by the user before the identification of the product to be returned is not analogous to “in response to receiving the electronic selection comprising the click on the particular item of merchandise within

the list of merchandise, initiating a returns process for the particular item of merchandise selected by the consumer from the list of merchandise purchased by the consumer in the prior purchase transaction,” as recited by Applicant’s amended Claim 1. Additionally, because there is no disclosure in *Arganbright* of any returns processing being initiated after the form is populated, *Arganbright* cannot be said to disclose that “the returns process [is] initiated by a returns server,” as recited in Claim 1. For at least these reasons, *Arganbright* does not include “in response to receiving the electronic selection comprising the click on the particular item of merchandise within the list of merchandise, initiating a returns process for the particular item of merchandise selected by the consumer from the list of merchandise purchased by the consumer in the prior purchase transaction, the returns process initiated by a returns server,” as recited in Applicant’s amended Claim 1.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 1, together with Claims 2, 4-6, 9, 35-40, 44-45 that depend on Claim 1. For analogous reasons, Applicant also requests reconsideration and allowance of independent Claim 46.

Claim 41 has been rewritten in independent form to include the limitations recited in Claim 1 prior to any amendment in this Response to Office Action. Applicant respectfully submits that *Arganbright* does not disclose, teach, or suggest the each and every element recited in Applicant’s Claim 41, as previously and currently presented.

For example, *Arganbright* does not disclose, teach, or suggest “wherein identifying the consumer comprises receiving a client system identifier in a message from the consumer,” as recited in Applicant’s Claim 41. In the *Office Action*, the Examiner cites column 48, lines 1-65 of *Arganbright* as disclosing the recited claim elements and operations. However, the cited portion of *Arganbright* merely relates to the purchase of items from a product list 90. Specifically, *Arganbright* discloses that “product list 90 is used for product browsing and shopping.” (Column 48, lines 15-16). According to *Arganbright*, “[c]lients preferably see an additional piece of information called Member

cost 90e.” (Column 48, lines 21-22). However, as used in *Arganbright*, the term client refers to a user that “is not eligible to earn compensation and is eligible to buy products at a Client price.” (Column 2, lines 23-35). Thus, “client”, as used in *Arganbright* does not refer to a client system.

Arganbright further discloses that “in order to select a product for purchase, a user fills in a quantity 92 on product list 90.” (Column 48, lines 33-34). A shopping basket display page 110 is shown and “preferably includes additional links to “Return” 113, “Continue Checkout” 115, and “Standing Order” 116.” (Column 48, lines 39-40 and 52-54). “By choosing Continue Checkout 115, the user is presented with Shipping info . . . If the user is not authenticated at the time of choosing Continue Checkout 115, then the user is forwarded to a login/create new user page (not shown).” (Column 48, lines 58-62). Thus, *Arganbright* merely discloses that before a user is allowed to checkout the user must login or create a new user page. There is no disclosure of a “client system identifier” or of “receiving a client system identifier in a message from the consumer,” as recited in Claim 41. Applicant submits that *user* authentication is not analogous to “receiving a client system identifier in a message from the consumer,” as recited in Claim 41. The recited elements are absent from the disclosure of *Arganbright*.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 41.

Section 103 Rejections

The Examiner rejects Claims 3, 7-8, and 42-43 under 35 U.S.C. § 103(a) as being unpatentable over *Arganbright* in view of U.S. Application Publication No. 2002/0010634 issued to Roman et al. (“*Roman*”). Applicant respectfully request reconsideration fro the reasons discussed below.

Dependent Claims 3, 7, and 42-43 depend on Claim 1. Additionally, Claim 8 has been rewritten in dependent form to depend from Claim 1. Accordingly, dependent Claims 3, 7-8, and 42-43 are not obvious over the proposed the proposed *Arganbright-Roman* combination at least because Claims 3, 7-8, and 42-43 include the limitations of Claim 1, which Applicant has shown above to be allowable. Since Claims 3, 7-8, and 42-43 incorporate the limitations of Claim 1, Applicant has not provided detailed arguments with respect to Claims 3, 7-8, and 42-43. However, Applicant remains ready to do so if it becomes appropriate.

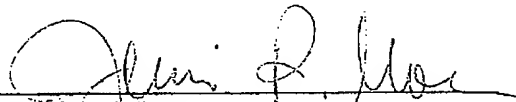
CONCLUSION

Applicant has made an earnest attempt to place this case in condition for allowance. For the foregoing reasons, and for other reasons clearly apparent, Applicant respectfully requests full allowance of all pending claims.

If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to contact Jenni R. Moen, Attorney for Applicant, at the Examiner's convenience at (214) 953-6809.

Applicant believes that no fees are due; however, the Commissioner is hereby authorized to charge any fees or credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,
BAKER BOTTS L.L.P.
Attorneys for Applicant


Jenni R. Moen
Reg. No. 52,038

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Correspondence Address:

at Customer No. **05073**